

# Chapter 13 Retainer Agreement - Joint

in the **WESTERN DISTRICT OF TEXAS**

**Prepared For**  
**Maria Moseley**  
**Gerald Moseley**

RETAINER AGREEMENT  
FOR CHAPTER 13 BANKRUPTCY LEGAL SERVICES

# RETAINER AGREEMENT FOR CHAPTER 13- WESTERN DISTRICT

**Maria Moseley and Gerald Moseley**

hereafter referenced as "Client" whether singular or plural) on this date **04 / 03 / 2024** hereby agrees to retain Allmand Law Firm, PLLC (Firm) as counsel for representation in a Chapter 13 Bankruptcy case. Client hereby retains the services of the FIRM, and not a particular employee of the Firm.

**1. Legal Fee:** The legal fee for the Chapter 13 Bankruptcy is as follows:

**FLAT FEE RETAINER: \$4,500.00**

**Pre-Filing Retainer: \$1500.00**

**Additional Pre-Filing Costs Include:**

- 1. Court Filing fee of \$313, and**
- 2. Credit Report Fee: \$18/Single \$34/Joint**
- 3. If applicable, Court filing fee to add creditors of \$34.**

**These costs will be deducted from the Retainer.**

**If the bankruptcy case is successfully confirmed on the first confirmation setting, the benchmark fee awarded shall be \$4,800. Upon confirmation of the plan, the plan base may be increased by \$300, to provide for the additional attorneys fee.**

**Estimated balance to be paid through Chapter 13 Plan: \$ \$3347.00**

**Money Back Guarantee**

We offer a 48-hour no questions, no hassle, 100% money back guarantee if you wish to cancel for any reason. Requests must be received in writing and sent to [questions@allmandlaw.com](mailto:questions@allmandlaw.com) within 48 hours of signing this agreement and/or prior to the filing of your case (whichever is sooner).

**2. Flat Fee Services:**

The above-stated Flat Fee (otherwise described as the "No-Look Fee", as provided for in the local rules of the venue in which the case is filed) may be updated periodically and if the Court authorizes an increase in the



standard fee the Client agrees that this retainer agreement will incorporate that adjusted flat fee amount as compensation to the Firm. The services included the Flat fee are listed below:

- (a) all conferences with the Debtor, including budget consultations and timely responses to Debtor inquiries, whether by telephone or in writing;
- (b) preparation of the bankruptcy petition, schedules, statement of affairs, plan and pre-confirmation amendments thereto;
- (c) representation of the Debtor at the § 341 meeting of creditors, including any continuances thereof;
- (d) representation of the Debtor at confirmation and discharge hearings (including reset confirmation hearings);
- (e) representation of the Debtor in connection with two motions under 11 U.S.C. § 362;
- (f) representation of the Debtor on motions to dismiss, including Trustee motions to dismiss with or without prejudice;
- (g) preparation of and representation of the Debtor on routine motions, which include the following:
  - (i) motions for moratorium;
  - (ii) motions to waive pay order;
  - (iii) motions to pay filing fees in installments;
  - (iv) a first motion to reinstate the case;
  - (v) objections to claims and motions to value collateral and to avoid liens;
  - (vi) motions to extend time to file paperwork; and
  - (vii) motions to convert or dismiss the case;
- (h) providing notices to creditors, where appropriate, such as explaining the automatic stay;
- (i) making and performing, or assisting the Debtor in making or performing, the disclosures and duties required by 11 U.S.C. §§ 521, 527, 528 and 1308 including completion of the Questionnaire required at the end of the case (see Paragraph 3c above); and
- (j) other miscellaneous normal, customary services including correspondence with clients, review of correspondence from clients, communication with the Trustee, Trustee's office, and Clerk's office.

Client expressly authorizes Firm to hire contract attorneys to appear on Client's behalf at a 341 meeting of creditor meeting for other hearings if needed, at no additional cost to Client.

*M.M.*      *G.M.*



### **3. Conduit Plan:**

If the Trustee in the venue your case is filed requires a conduit plan than the mortgage payments that come due after the filing of the petition will have to be included in the bankruptcy plan payment.

### **4. Non-Conduit Plan:**

If you have a mortgage and enter a non-conduit plan, you are required to pay your mortgage payment directly to your mortgage company. If you fall behind on your mortgage payments during your Chapter 13 bankruptcy, you will be required to modify your plan to a Conduit Plan.

### **5. Services Not Included in Flat Fee:**

Client acknowledges that there may be additional services arising after the confirmation of the Chapter 13 Plan which may be required to successfully complete the Chapter 13 bankruptcy, and which are not included in the Flat Fee. These services are listed in the Fee Addendum attached to this Retainer Agreement. Client acknowledges the Fee Addendum as part of this Retainer Agreement.

### **6. Tax or Mortgage Litigation:**

Firm will not, under any circumstances, undertake representation to contest the amount due to the I.R.S. If the client desires to contest the amount due, the client understands that an independent tax attorney must be retained for that purpose. Firm will furthermore not determine accounting problems as to mortgage notes, or perform any services relating to mortgage accounting, negotiation, modification or refinancing on a client's behalf. Furthermore, any non-disclosed matters by client will not occasion representation by the firm.

### **7. Payment And Term:**

The Pre-Filing Retainer must be paid in full within 30 days from the date of this Agreement, unless agreed to by all parties, with a debit/ACH authorization payment plan. If fees are not paid in full pursuant to the debit/ACH authorization payment plan, the terms of this agreement terminate with no further notice or obligations due from either party, except that parties can renegotiate terms upon which representation will continue. Client authorizes Firm to make changes to any payment schedule and take payments with verbal authorization.

*M.M.*      *G.M.*



## **8. County of Residence:**

Client currently lives in Travis County. The Pre-Filing Retainer and Flat Fee has been quoted based on Client residing in this county. If Client moves away from this county before the case is filed Client may need to execute a new Retainer Agreement.

## **9. Refund Policy:**

Fees paid by Client are earned by Firm when paid and immediately become property of Firm. As such, all fees paid will be placed in Firm's general expense/operating account upon receipt. Client understands that before Client verbally agreed to retain Firm, Firm provided legal services to Client during the initial consultation, and that as soon as Client signs this written retainer agreement with Firm, Firm will re-review all intake documents and Client information, set up payment plans in Firm's case management system, and perform other administrative tasks associated with opening Client's file. Because this is a flat fee representation, Client expressly waives any rights to any accounting of time spent on this matter.

## **10. Communication with Joint Debtors:**

It is understood that if Firm communicates with one debtor in a joint case, it is deemed to have communicated with both debtors. It is the responsibility of each Debtor to discuss these matters with the Debtor's spouse.

## **11. Client Duties and Obligations:**

- (a) Client agrees to completely fill out the "BBA Packet" and produce all documents listed in the BBA Packet at the Bring Back Appointment. Client further agrees to promptly furnish additional information or documents requested by any employee of the firm even if Client believes the Firm has the ability to get the information from another source.
- (b) Client is obligated to give Firm the full truth regarding Client's complete household income, creditors, assets and other financial information;
- (c) Client shall be obligated to obtain/pay for the following items:
  - i. Pre-filing consumer credit counseling;
  - ii. post-filing debtor education instructional course;
  - iii. tax transcripts, public record, asset/lien searches; and
  - iv. any other records or statements not produced by Client.
- (d) Client agrees that Client will travel to one of Firm's locations to sign the final documents under the supervision of an attorney.
- (e) Client understands and agrees that Firm communicates primarily through email. Client agrees that whenever possible, Client's communication with the firm will not be face to face at a physical office, but rather through email at *questions@allmandlaw.com*. Client has elected to use Firm, in part, because Firm offers this service and Client finds this service to be more efficient and convenient.



- (f) Client understands that appearance at the 341 Meeting of Creditors is *mandatory*;
- (g) Client must cooperate with Trustee requests for documents and other information;
- (h) Client must make plan payments to the Chapter 13 Trustee every month, beginning on the 30th day after the bankruptcy case is filed;
- (i) It is Client's duty to verify whether the Trustee is receiving the Plan Payments by using the website [www.ndc.org](http://www.ndc.org).
- (j) Client must report to Firm any change in income within 30 days of such change.
- (k) Client must report to Firm any change in address, phone number or email address within 30 days of such change.

## **12. Due Diligence:**

Firm may investigate/verify the information provided by Client via third party sources and is authorized to amend information provided by Client as a result of its investigation. Firm may order (at Client's expense), or request client order, due diligence documentation/items, including but not limited to appraisals, real estate and auto valuations, credit checks, tax transcripts, asset searches and anything Firm deems appropriate to confirm Client information. If not provided by Client within 30 days of request, or at Client's request, Firm, at its discretion is authorized to utilize certain due diligence products and pass through to Client the cost of such products plus a reasonable administrative fee to compensate Firm for the time to order and process such documents. However, nothing in this Agreement requires Firm to collect such information on its own.

## **13. Tax Refunds:**

Client might not be able to keep all of his/her future tax refunds. The current policy in the Western District of Texas provides that Client must turn over the full refund to the Chapter 13 Trustee.

## **14. Termination of Agreement:**

This Agreement shall automatically terminate upon the receipt of the Client's Discharge Order. Attorney may withdraw from the case in the event that the Client fails to fully assist or cooperate with the Attorney, fails to inform of change of address, or if the Attorney determines that continuing to provide services would be unethical or impractical. Client may terminate Firm's representation for any reason at any time. Firm shall still be entitled to collect all legal fees and expenses incurred prior to Firm's withdrawal.

## **15. Conversion To A Chapter 7 Bankruptcy:**

This Agreement relates to a Chapter 13 bankruptcy only. Any conversion to a Chapter 7 bankruptcy will render this Agreement null and void. In the event of such a conversion, the parties will thereafter need to enter into a new agreement setting forth the fees for the Chapter 7 proceeding. In the absence of such an agreement, Client understands that Firm possesses the right to seek a withdrawal as counsel.



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**16. Retention and Disposition of Records:**

Firm maintains files indefinitely, but reserves the right to destroy any file more than four (4) years old starting from the date the case is closed. Firm encourages Client to keep and maintain copies of all bankruptcy related matters. Client may request a copy of the file or any documents within the file by sending a written request with a retrieval and duplication fee of \$50. Firm satisfies such requests within thirty (30) days of receipt. Client may expedite delivery to under ten days by paying \$75 per request.

**17. Arbitration in the Event of A Dispute:**

Client agrees to arbitrate disputes as outlined in the Arbitration Addendum.

**18. Complete Agreement:**

This Agreement constitutes the complete agreement among the parties. It may be modified only by a subsequent written document signed by Client and FIRM.

**19. Understanding of Terms:**

Client has read this Agreement and understands its terms. Client agrees to the terms of the Agreement, as evidenced by signature(s) set forth below. Client recognizes that FIRM can make no guarantee as to any particular result other than to engage in its best efforts.

**20. Documents Are Signed Under Penalty of Perjury:**

Client acknowledges and understands by signing this agreement that all the bankruptcy papers, pleadings and petitions are signed under the penalty of perjury and a false oath, concealment of assets or other allegation under Bankruptcy Code Section 727 by a creditor, trustee or court may result in the denial of discharge of debt or other sanctions, either monetary or non-monetary, including imprisonment.

Date: **04 / 03 / 2024**                      By: **Reed Allmand**

| <i>Maria Moseley</i>  | Maria Moseley  | 04 / 03 / 2024 |
|-----------------------|----------------|----------------|
| Signature of Debtor 1 | Printed Name   | Date           |
| <i>Gerald Moseley</i> | Gerald Moseley | 04 / 03 / 2024 |





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**Signature of Debtor 2**

**Printed Name**

**Date**

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# WESTERN DISTRICT FEE ADDENDUM

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Legal Services which are beyond those contemplated in the Flat Fee Agreement may be provided by Firm **POST PETITION** at an additional fee, including but not limited to representing Client in proceedings as outlined below. Client agrees to execute a Supplemental Fee Agreement before any such Legal Services will be provided.

| Legal Service / Cost   | Rate                   |
|--|------------------------|
| Defense of Objection to Discharge  | Hourly                 |
| Motion to Incur Debt   | \$450                  |
| Defense of Motions for relief after the 2nd such Motion  | \$450                  |
| Motion for Relief for Divorce Proceeding   | \$450 +<br>Filing Cost |
| Motion to Sell Property  | \$450                  |
| Motion to Modify Chapter 13 Plan after Confirmation  | \$450                  |
| Motion to Retain Tax Refund/or Objection to Trustee's Modification   | \$450                  |
| Motion to Approve Settlement   | \$450                  |
| Objection to Trustee Modification  | \$450                  |
| Filing Motion to Reinstate (after 1st motion has been filed)   | \$200                  |
| Other Contested matters or Adversary Proceedings   | Hourly                 |
| Discharge Proceeding brought by client, including those related to IRS debt, student loans or marital debt | Hourly                 |
| Re-opening a bankruptcy case to submit post-filing proof of pre-discharge counseling                       | Hourly                 |
| Issues that arise that are not specifically listed in the Retainer   | Hourly                 |
| Dishonored or Cancelled ACH drafts   | \$50                   |



| Legal Service / Cost                        | Rate   |
|---|--------|
| Missed or cancelled of appointment/meeting  | \$150  |
| Any matter requiring an evidentiary hearing | Hourly |

All Legal Services marked "hourly" will be charged **\$395.00** per hour for attorney time and **\$125** per hour for paraprofessional time billed in 6-minute minimum increments. Client understands and agrees that any Court Filings Fees incurred with any of the Legal Services must be paid in addition to the Legal Service fees.

Client understands and agrees that the foregoing Addendum is part of the Retainer Agreement.

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# ARBITRATION OF DISPUTE

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IN THE EVENT OF ANY CONTROVERSY, CLAIM OR DISPUTE BETWEEN THE FIRM AND CLIENT (IN THIS SECTION COLLECTIVELY REFERRED TO AS "THE PARTIES") INCLUDING, WITHOUT LIMITATION, ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS "CLIENT AUTHORIZATION FOR LEGAL SERVICES" OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, CONSONABILITY OR VALIDITY THEREOF, INCLUDING ANY DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS "CLIENT AUTHORIZATION FOR LEGAL SERVICES" TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN DALLAS COUNTY, STATE OF TEXAS OR IN THE COUNTY IN WHICH THE CLIENT'S COUNTY OF RESIDENCE AT THE TIME OF THE SIGNING THIS AGREEMENT, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS FOR AGREEMENTS TO BE MADE IN AND TO BE PERFORMED IN TEXAS. THE PARTIES AGREE THAT THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") PURSUANT TO ITS RULES AND PROCEDURES AND AN ARBITRATOR SHALL BE SELECTED BY THE AAA. THE ARBITRATOR SHALL BE NEUTRAL AND INDEPENDENT AND SHALL COMPLY WITH THE AAA CODE OF ETHICS. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND SHALL NOT BE SUBJECT TO VACATION OR MODIFICATION. JUDGMENT ON THE AWARD MADE BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE PARTIES. IF EITHER PARTY FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD, THE INJURED PARTY MAY PETITION THE COURT FOR ENFORCEMENT. THE PARTIES AGREE THAT EITHER PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN HIS/HER OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS REGARDING CLIENT'S CLAIMS WITH THE PROCEEDINGS REGARDING CLAIMS OF ANY OTHER CURRENT OR FORMER CLIENTS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING. THE PARTIES SHALL SHARE THE COST (NOT INCLUDING FEES FOR ATTORNEY REPRESENTATION) OF ARBITRATION EQUALLY. IF THE CLIENT'S SHARE OF THE COST (NOT INCLUDING FEES) IS GREATER THAN \$2,000.00 (TWO-THOUSAND DOLLARS), ATTORNEY WILL PAY THE CLIENT'S SHARE OF COSTS IN EXCESS OF THAT AMOUNT. IN THE EVENT A PARTY FAILS TO PROCEED WITH ARBITRATION, UNSUCCESSFULLY CHALLENGES THE ARBITRATOR'S AWARD, OR FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD, THE OTHER PARTY IS ENTITLED TO COSTS OF SUIT, INCLUDING A REASONABLE FEE FOR ATTORNEY REPRESENTATION, FOR HAVING TO COMPEL ARBITRATION OR DEFEND OR ENFORCE THE AWARD. BINDING ARBITRATION MEANS THAT BOTH PARTIES GIVE UP THE RIGHT TO A TRIAL BY A JURY. IT ALSO MEANS THAT BOTH PARTIES GIVE UP THE RIGHT TO APPEAL FROM THE ARBITRATOR'S RULING EXCEPT FOR A NARROW RANGE OF ISSUES THAT CAN OR MAY BE APPEALED. IT ALSO MEANS THAT DISCOVERY MAY BE SEVERELY LIMITED BY THE ARBITRATOR. THIS SECTION AND THE ARBITRATION REQUIREMENT SHALL SURVIVE ANY TERMINATION OF REPRESENTATION AND ANY DISCHARGE IN BANKRUPTCY. NOTHING CONTAINED IN THIS SECTION SHALL BE DEEMED TO WAIVE OR ABROGATE THE DUTIES AND REQUIREMENTS SET FORTH IN THE TEXAS RULES OF PROFESSIONAL CONDUCT.

**RIGHT TO REJECT ARBITRATION:** CLIENT MAY REJECT THIS ARBITRATION OF DISPUTE SECTION BY SENDING ATTORNEY WRITTEN NOTICE OF REJECTION WITHIN 30 DAYS AFTER CLIENT THE SIGNING OF THIS AGREEMENT. THIS AUTHORIZATION. WRITTEN NOTICE OF REJECTION MUST BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE FOLLOWING ADDRESS: 860 Airport Freeway, Suite 401, Hurst, Texas 76054. CLIENT'S NOTICE OF REJECTION MUST INCLUDE CLIENT'S FULL NAME, ADDRESS, TELEPHONE NUMBER AND SIGNATURE.

*M.M.*

*G.M.*



**IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES**  
**FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER**

- If you decide to seek bankruptcy relief, you should be advised that you can represent yourself in all matters connected with the bankruptcy.
- If you decide to seek bankruptcy relief, you should be advised that you can hire an attorney to represent you.
- If you decide to seek bankruptcy relief, you should be advised that in some areas you may hire a bankruptcy petition preparer who is not an attorney.

**THE LAW REQUIRES AN ATTORNEY TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY WILL DO FOR YOU AND HOW MUCH IT WILL COST. ASK TO SEE THIS CONTRACT BEFORE YOU HIRE AN ATTORNEY.**

Although bankruptcy cases can be complex, many of the procedures and cases are routine. Before filing a bankruptcy case, you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most beneficial to you. Be sure you understand the relief you can obtain and its limitations.

To file a bankruptcy case, documents called Petition, Schedules, and Statement of Financial Affairs, and in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court.

Once your case is filed, you will have to attend a first meeting of creditors where you will be questioned under oath by a court official called a “trustee.” At this meeting you may also be questioned by your creditors. If you chose to file a Chapter 7 case, you may be asked to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

If you chose to file a Chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with preparing your Chapter 13 plan and with the confirmation hearing on your plan which will be before a Federal Bankruptcy Judge.

If you select another type of relief under the Bankruptcy Code other than chapter 7 or chapter 13, you will want to find out what should be done from someone familiar with that type of relief.

Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court. **BE AWARE** - Only an attorney can give you legal advice and can represent you in court. Bankruptcy petition preparers may not give you legal advice or represent you in Court or otherwise.

*M.M.      G.M.*



## **A DEBT RELIEF AGENCY, DISCLOSURES TO AN ASSISTED PERSON IN RELATION TO A BANKRUPTCY CONSULTATION**

Please note this form is mandated by statute, it may or may not correctly make you understand the full extent of the laws related to filing bankruptcy.

Section 527 of the Bankruptcy Code requires a Debt Relief Agency to provide an assisted person with the following information:

### **RULES FOR FILING BANKRUPTCY**

#### **Notice required under 11 U.S.C. Section 527(a)**

**If you do not follow these rules you could be subject to Criminal Sanctions including JAIL and FINES. If you do not follow these rules your case will be dismissed and you may not be able to re-file your case.**

**Rule #1** – The information you give, or are required to give, to an attorney, a staff member of the law firm, the Bankruptcy Trustee, or the Bankruptcy Court that is provided with your petition, or that is required to be provided with your petition, and during the case must be complete, accurate, and truthful, at all times, before filing and thereafter.

**Rule #2** – Everything you own (all assets) and every debt you owe including family members (all liabilities) must be completely and accurately disclosed in the documents filed to commence this case. Bankruptcy is not a “pick and choose” proceeding. You do not leave some debts in and leave some debts out. Everything must be included and disclosed. You must value each item you own at the rate it would cost you to replace the item with one of the same condition, age, and usefulness and you are required to undertake a reasonable inquiry to establish such value.

**Rule #3** – You will be required to complete a current monthly budget. This will be performed with your attorney. This budget will be based on your Current Monthly Income and your regular monthly expenses. This Current Monthly Income is more than just that paid to you by your employer and will include any income received in the past 6 months commencing with the first full month before your bankruptcy filing. This could include government assistance, social security, unemployment, or side jobs or any other sources. The regular expense should be as close as possible and should be based on a reasonable inquiry which you are required to undertake.

**Rule #4** – The Bankruptcy Code requires you to perform certain tasks including filing certain documents with the Court. Your attorney will notify you of the need and time limits for performing these tasks. If you fail to meet these deadlines your case will automatically be dismissed and you may be barred from re-filing a case.

**All of the information you provide will be subject to audit by the United States Department of Justice, through the United States Attorney and the United States Trustee. If you fail to provide this information your case may be dismissed and you may be sanctioned by the Court. If you act dishonestly you may be subject to criminal sanctions as well.**

*M.M.      G.M.*



## **CLIENT INSTRUCTIONS**

Pursuant to 11 U.S.C. Section 527(c).

### **DEFINITIONS**

**1. Replacement Value** – Certain sections of the Bankruptcy Code will require you to determine the value of your personal and real property. We will provide you assistance with this calculation but we are required under law to provide a written explanation of this term. For personal, family and household purposes the replacement value is the value a retail merchant selling the item would charge considering the age and condition of the item. The Code does not define the term “retail merchant.”

Example: Assume that you have a DVD player that is 3 years old. You have been using the DVD player regularly and it works. The replacement value for this item would be what a used store or flea market would price the item. In doing this calculation, you do not have to be precise, just reasonable. Allmand Law will assist you with any inquiries as to valuing your household items.

**2. Current Monthly Income** – Under certain sections of the Bankruptcy Code you will be required to calculate your Current Monthly Income. This is more than what you receive every time you get a pay check. This includes all income you have received over the last 6 months divided by 6. This means that if you lost your job last month your total income for that month could be almost zero. This income even includes income that is not taxable. This calculation does not take into account many government benefits including social security.

**3. Calculations** – If you file a Chapter 13 plan you will be required to submit a budget that calculates disposable income left over when you deduct your monthly expenses from your monthly income. These expenses do not include your payments on unsecured debts. An attorney will assist you with these calculations. If your Current Monthly Income is higher than the State Median Income for your household size you will be subject to a Means Test. This Means Test adds up your total expenses as defined by the Bankruptcy Code and other deductions including regular charitable donations (up to 15% of your income), school expenses, payments on 401(k)/IRA loans, and health insurance. If you are subject to this calculation an attorney will help you perform this task.

**4. Creditor Matrix** – If you file a Chapter 13 case, you may be required to prepare and submit a master mailing matrix in a format approved by the Court that includes the names and addresses of all of your creditors. (Many Jurisdictions have now omitted that requirement). The matrix must be in three columns and in alphabetical order. You must also list any persons who have co-signed or guaranteed loans for you. In addition, the law in your jurisdiction may require that you list the following parties even if you owe them no money: the Internal Revenue Service, the Department of Revenue of your State, the City or County tax authority in your place of residence, the Office of the United States Attorney, and the Office of the State Department of Justice or Attorney General. All creditors have designated a specific address for the receipt of



notices of bankruptcy and in connection therewith you must use the address designated on 2 of the most recent statements received from each creditor within the 90 day period before the filing of your case. If your matrix is not filed in the proper format, your case may be subject to dismissal by the Court.

**5. Exemptions** – In order to protect your property you will need to claim applicable exemptions provided by State or Federal Law. Firm will assist and advise you on the proper exemptions to claim for your case.

*M.M. G.M.*





# ACKNOWLEDGEMENTS OF RECEIPT:

1. Western Fees Addendum

2. Arbitration Addendum

3. RULES FOR FILING BANKRUPTCY Notice required under 11 U.S.C. Section 527(a).

ACKNOWLEDGEMENT OF RECEIPT

I/we, acknowledge and certify, that an attorney with Allmand Law has given to me and reviewed with me a copy of the Rules for Filing Bankruptcy as required by § 527(b) of the Bankruptcy Code.

4. IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER

ACKNOWLEDGEMENT OF RECEIPT

I/we, acknowledge and certify, that an attorney with Allmand Law has given to me and reviewed with me a copy of the Rules for Filing Bankruptcy as required by § 527(b) of the Bankruptcy Code.

5. CLIENT INSTRUCTIONS Pursuant to 11 U.S. Section 527(c) DEFINITIONS

ACKNOWLEDGEMENT OF RECEIPT

I/we, acknowledge and certify, that an attorney with Allmand Law has given to me and reviewed with me a copy of the Rules for Filing Bankruptcy as required by § 527(b) of the Bankruptcy Code.

I/we acknowledge to have read, reviewed, understand and received an exact completed all 4 pages of these Disclosures and Addendums

*Maria Moseley*

Maria Moseley

04 / 03 / 2024

Signature of Debtor 1

Printed Name

Date

*Gerald Moseley*

Gerald Moseley

04 / 03 / 2024

Signature of Debtor 2

Printed Name

Date



# AUTHORIZATION TO RELEASE INFORMATION TO THE TRUSTEE REGARDING SECURED CLAIMS

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## SUBMIT TO THE TRUSTEE ONLY DO NOT FILE WITH THE COURT

**Debtor 1 name:** Maria Moseley

**Debtor 2 name:** Gerald Moseley

**Case number:**

**Division:**

The Debtor(s) in the above captioned bankruptcy case do hereby authorize any and all holder(s) of a lien on real and/or personal property of the bankruptcy estate or of the Debtor(s), or servicers of said lienholders, to release information to the Standing Chapter 13 Trustee in this bankruptcy case and/or to his or her staff.

The information to be released includes, but is not limited to, the amount of the post- petition monthly installment payment, amount of any pre-petition or post-petition arrearage, the interest rate and its type, the loan balance, impound accounts, amount of any contractual late charges, and the mailing address for payments. This information will be used by the Trustee and his or her staff only for the purpose of the administration of the bankruptcy estate and case, and may be included in pleadings filed with the Court.

*Maria Moseley*

Maria Moseley

04 / 03 / 2024

**Signature of Debtor 1**

**Printed Name**

**Date**

*Gerald Moseley*

Gerald Moseley

04 / 03 / 2024

**Signature of Debtor 2**

**Printed Name**

**Date**





# Signature Certificate

Reference number: A7A5M-DRAKA-HARXB-PYTUD

Signer

Timestamp

Signature

**Gerald Moseley**

Sent:

03 Apr 2024 22:50:34 UTC

Viewed:

03 Apr 2024 22:51:58 UTC

Signed:

03 Apr 2024 22:58:47 UTC

*Gerald Moseley*

**Maria Moseley**

Sent:

03 Apr 2024 22:50:34 UTC

Viewed:

03 Apr 2024 22:51:11 UTC

Signed:

03 Apr 2024 23:00:02 UTC

*Maria Moseley*

**Recipient Verification:**

✓ Email verified

03 Apr 2024 22:51:11 UTC

Document completed by all parties on:

03 Apr 2024 23:00:02 UTC

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**Signed with PandaDoc**

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